

AG Contract No. KR98-2187-TRN  
ADOT ECS File No. JPA 98-169  
Project: 101L MA 005 H4578 01C  
Section: Agua Fria Freeway (SR 101L)  
-Camelback Road to Northern Avenue

INTERGOVERNMENTAL AGREEMENT **C-3837**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GLENDALE

THIS AGREEMENT is entered into 11 February, 1999, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter, Section 3, Article I, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to State's project on the Agua Fria Freeway from Camelback Road to Northern Avenue, several City utility lines must be relocated. The City will fund the relocation of those lines without prior rights. The City also requests that the State incorporate additional utility and highway related items at the City's expense. These improvements, herein referred to as "the Project", are described in Exhibit A, attached hereto and made a part hereof. The cost of the Project is estimated at \$395,695.00, detailed on Exhibit B, attached hereto and made a part hereof. It is understood that the State is acting as a third party on behalf of the City, administering the construction of the City's facilities. At no time is the State to be considered the owner of, or locator for, the City's facilities.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22985  
Filed with the Secretary of State  
Date Filed: 02/11/99  
Betsy Bayless  
Secretary of State

B. Dick V. Gruenewald

## **II. SCOPE OF WORK**

### **1. The State will:**

a. Provide to State standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Coordinate with the City and incorporate City design review comments as appropriate.

b. Call for bids, award one or more contracts to accomplish the Project. Administer same and make all payments to the contractor(s) on behalf of the City. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon execution of this agreement, invoice the City \$395,695.00 (See Exhibit B), for the estimated total cost of the Project, as requested by the City.

d. Upon completion of the design and construction of the Project, invoice or reimburse the City any difference between the amount initially paid by the City and the actual costs for design and construction plus 14% for construction engineering and administration charges. Include a detailed recapitulation of costs with the invoice.

e. Be responsible for maintenance of the barrier wall.

### **2. The City will:**

a. Upon execution of this agreement and receipt of an invoice, remit to the State \$395,695.00, (See Exhibit B) for the estimated total cost of the Project, as requested by the City.

b. Review the design documents and provide comments as appropriate.

c. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

d. Upon completion of the Project, reimburse the State within 30 days after receipt of an invoice, any difference between the amount initially paid by the City and the actual costs for design and construction plus 14% for construction engineering and administration charges.

e. Be responsible for the maintenance, operations and associated costs for the City facilities covered by this agreement. It is understood that the State is acting as a third party on behalf of the City, administering the construction of the City's facilities. At no time is the State to be considered the owner of, or locator for, the City's facilities. The State's contractor will be responsible for locating any underground facilities he installs in accordance with the requirements of Arizona Revised Statutes 40-360.21 through 40-360.29 until the project is accepted by the State for the City or until the time the facilities are placed into service, whichever occurs first.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of the Project and payments; provided, however, that this agreement, except any provisions herein for perpetual maintenance, may be canceled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

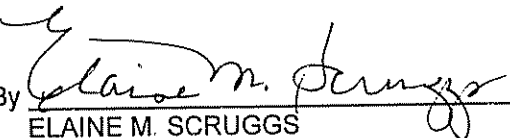
City of Glendale  
Engineering Director  
5850 W Glendale Avenue  
Glendale, AZ 85301

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF GLENDALE**

By   
ELAINE M. SCRUGGS  
Mayor

**STATE OF ARIZONA**

Department of Transportation

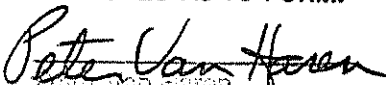
By   
VICTOR M. MENDEZ, P.E.  
Deputy State Engineer

**ATTEST**

By   
PAMELA OLIVEIRA  
City Clerk

98-169.doc  
03dec98

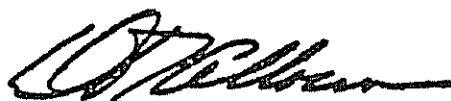
**APPROVED AS TO FORM:**

  
Peter Van Horn  
City Attorney

RESOLUTION

BE IT RESOLVED on this 21st day of September 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Glendale, for the purpose of defining responsibilities for their respective duties for the additional highway and utility work requested by the City of Glendale on the Agua Fria Freeway from Camelback Road to Northern Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

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DAVID ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for MARY E. PETERS, Director

## EXHIBIT A

### PROJECT SCOPE

#### UTILITY RELOCATIONS

- |                     |   |
|---------------------|---|
| 12" Waterline       | The existing 12" waterline in Glendale Avenue will be reconstructed beyond the limits of the new concrete pavement. It will cross under the north-south drainage channel. This line has prior rights.   |
| 12" Waterline       | The existing 12" waterline in 99 <sup>th</sup> Avenue will be reconstructed where it will cross under the Bethany Home Outfall Channel. It will be placed in a 30" sleeve. 33.5 feet of this relocation which is 225 feet in length is within the City of Glendale owned right of way, therefore 85% of this line does not have prior rights. |
| 8" Sewer Force Main | The existing twin 8" sewer force main near 107 <sup>th</sup> Avenue will be reconstructed where it will cross under the Bethany Home Outfall Channel. It will be placed in twin 18" sleeves. This line has prior rights.  |

#### ADDITIONAL CONSTRUCTION FEATURES

- |                    |   |
|--------------------|---|
| 24" Effluent Line  | The City will fund the installation of a 24" effluent line in Glendale Avenue from approximately Sta. 15+20 to Sta. 24+00 and a 12" effluent line in Glendale Avenue from approximately Sta. 12+79 to Sta. 15+20. |
| 18" Waterline      | The City will fund the installation of a 18" waterline in Glendale Avenue from approximately Sta. 12+80 to Sta. 23+90.  |
| 42" High Barrier   | The City will fund the additional cost of raising the 32" bridge barrier on the Grand Canal Bridge and the adjacent roadway barrier to 42" in height.   |
| 2x4x1-¼" Duct Bank | The City will fund the installation of a 2x4x1-¼" communications duct bank in Glendale Avenue from approximately Sta. 12+75 to Sta. 24+45.  |

**EXHIBIT B**  
**ESTIMATED PROJECT COSTS**

JPA 98-169

UTILITY RELOCATIONS	Item	Quantity	Unit	Unit Cost	Item Cost	Construction Cost	Design Cost
12" Waterline - Glendale Avenue	has prior rights					n/a	n/a
12" Waterline - 99th Avenue	has 15% prior rights				85% =		
	12" line	238	LF	\$80	\$19,040	\$39,134	n/a
	6" line	20	LF	\$50	\$1,000		
	30" sleeve	180	LF	\$125	\$22,500		
	12" Valve	2	EACH	\$1,000	\$2,000		
	Fire Hydrant	1	EACH	\$1,500	\$1,500		
2- 8" Sewer Force Main	has prior rights					n/a	n/a
ADDITIONAL CONSTRUCTION FEATURES	Item	Quantity	Unit	Unit Cost	Item Cost	Construction Cost	Design Cost
24" Effluent Line	24" line	883	LF	\$120	\$105,960	\$127,140	\$9,740
	12" line	246	LF	\$80	\$19,680		
	24" Valve	1	EACH	\$1,500	\$1,500	\$111,200	\$8,515
18" Waterline	18" line	1112	LF	\$100	\$111,200		
42" High Barrier (differential cost)	42" roadway barrier	526	LF	\$15	\$7,890	\$32,850	\$620
(differential cost)	42" bridge barrier	1048	LF	\$20	\$20,960		
	42"/32" barrier transition	2	EACH	\$2,000	\$4,000		
Duct Bank	2X4X1-1/4" duct bank	1,170	LF	\$16	\$18,720	\$20,220	n/a
	Pull Box	1	Each	\$1,500	\$1,500		
Subtotal						\$330,544	\$18,875
14% C&E						\$46,276	n/a
<b>TOTAL COST</b>						<b>\$395,695</b>	

## RESOLUTION NO.3265 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR RELOCATING CITY OF GLENDALE UTILITIES IN CONNECTION WITH THE CONSTRUCTION OF THE AGUA FRIA FREEWAY FROM CAMELBACK ROAD TO NORTHERN AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:


SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (JPA 98-169) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22nd day of December, 1998.

  
MAYOR


ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-2187TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE January 29, 1999.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/18669

Enc.